

<i>SERFF Tracking Number:</i>	<i>PERR-125657083</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Ohio Indemnity Company</i>	<i>State Tracking Number:</i>	<i>#102813 \$50</i>
<i>Company Tracking Number:</i>	<i>OIC-CIM-REPD-AR-08-01-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Retail Program</i>		
<i>Project Name/Number:</i>	<i>OIC-CIM-REPD-AL-08-01-F/OIC-CIM-REPD-AL-08-01-F</i>		

Filing at a Glance

Company: Ohio Indemnity Company

Product Name: Retail Program

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Filing Type: Form

SERFF Tr Num: PERR-125657083 State: Arkansas

SERFF Status: Closed

State Tr Num: #102813 \$50

Co Tr Num: OIC-CIM-REPD-AR-08-01-F

State Status: Fees verified and received

Co Status:

Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding

Authors: Lance Julian, Neresa Torres, Olga E. Burciaga, Thomas Yoo

Disposition Date: 06/02/2008

Date Submitted: 05/21/2008

Disposition Status: Approved

Effective Date Requested (New): 06/25/2008

Effective Date (New): 06/25/2008

Effective Date Requested (Renewal):

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: OIC-CIM-REPD-AL-08-01-F

Project Number: OIC-CIM-REPD-AL-08-01-F

Status of Filing in Domicile: Pending

Domicile Status Comments: domicile filing submitted concurrently

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 06/02/2008

State Status Changed: 05/30/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

On behalf of Ohio Indemnity Company (the "Company"), we are submitting this new form filing to propose a new program called the "Retail Program," to be filed under the Commercial Inland Marine line of business.

This policy agrees to provide coverage for the insured and the lienholder for a term of 12 months. It provides coverage for property described in the Declarations, subject to the Conditions and Exclusions of this policy. Please see the

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memorandum for additional details.

Please note the corresponding rate and rule filing is exempt from filing requirements per AR § 23-67-206.

The Company respectfully requests that the proposed forms be implemented for all policies effective on and after June 25, 2008.

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to this filing should be directed to Perr&Knight. The Company has prepared the forms contained in this filing. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company. We will submit the Company's response to your attention as soon as we receive it.

Please do not hesitate to contact us with any questions or comments.

Company and Contact

Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

Olga Burciaga, Filing Analyst	doi@perrknight.com
881 Alma Real Dr Suite 205	(310) 230-9339 [Phone]
Pacific Palisades, CA 90272	

Filing Company Information

Ohio Indemnity Company	CoCode: 26565	State of Domicile: Ohio
250 E. Broad Street, 10th Floor	Group Code:	Company Type:
Columbus, OH 43215	Group Name:	State ID Number:
(614) 220-5210 ext. [Phone]	FEIN Number: 31-0620146	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	AR requires \$50 for form filings

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Per Company:	No		

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Product Name: Retail Program
Project Name/Number: OIC-CIM-REPD-AL-08-01-F/OIC-CIM-REPD-AL-08-01-F

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Ohio Indemnity Company	\$0.00	05/21/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
102813	\$50.00	05/20/2008

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	06/02/2008	06/02/2008

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Disposition

Disposition Date: 06/02/2008

Effective Date (New): 06/25/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Project Name/Number: OIC-CIM-REPD-AL-08-01-F/OIC-CIM-REPD-AL-08-01-F

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Supporting Documents	Approved	Yes
Form	Policyholder Disclosure Notice of Terrorism Insurance Coverage	Approved	Yes
Form	Equipment Physical Damage Retail Policy	Approved	Yes
Form	Equipment Physical Damage Retail Policy – Named Peril	Approved	Yes
Form	General Change Endorsement	Approved	Yes
Form	Arkansas Changes Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Policyholder Disclosure Notice of Terrorism Insurance Coverage	OIC-DIS2003	01/2008	Disclosure/ New Notice		0.00	OIC-DIS2003 (01-2008).pdf
Approved	Equipment Physical Damage Retail Policy	RPD-100	03/2008	Declaration New s/Schedule		0.00	Retail 100 (03-2008).pdf
Approved	Equipment Physical Damage Retail Policy – Named Peril	RPD-200	04/2008	Policy/CoveNew rage Form		0.00	Retail 200 04.2008.pdf
Approved	General Change Endorsement	RPD-301	11/2007	Endorseme New nt/Amendm ent/Condi ti ons		0.00	RPD 301 General Change Endorsemen t.pdf
Approved	Arkansas Changes Endorsement	RPD-400 AR	04/2008	Endorseme New nt/Amendm ent/Condi ti ons		0.00	RPD 400 AR.pdf

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury -- in concurrence with the Secretary of State, and the Attorney General of the United States -- to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceed \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is _____, and does not include any charges for the portion of losses covered by the United States government under the Act.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT, MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

Policyholder/Applicant's Signature

Print Name

Date

Name of Insurer: _____

Policy Number: _____



**OHIO
INDEMNITY
COMPANY**

250 East Broad Street, 10th Floor
Columbus, Ohio 43215
(800) 628-8581

Equipment Physical Damage Retail Policy

POLICY #

DECLARATIONS

Item 1. Named Insured and Address

Lienholder and Address

Item 2. COVERAGE PERIOD

From			To			Term In Months
MONTH	DAY	YR	MONTH	DAY	YR	

At 12:01 A.M. Standard Time at the address of the Named Insured stated herein.

Item 3. **Coverage Provided:** The insurance afforded hereunder is only with respect to such, and to as many coverages as are indicated by specific premium charge or charges.

COVERAGES	AMOUNT OF INSURANCE	PREMIUM
Fire, Lightning, Windstorm, Hail, Explosion, Aircraft, Vehicles, Smoke, Flood, Collision with another object, Theft (but excluding mysterious disappearance) and Vandalism and Malicious Mischief		

Item 4. **Deductible Amount:** \$

Item 5. **Endorsements attached:**

Item 6. **Description of Insured Property**

Year	Make and Model	Identification Number	Retail Cash Selling Price

LOSS PAYABLE CLAUSE: Loss or damage under this policy shall be paid as interest may appear to you and the loss payee shown above. This insurance covering the interest of the loss payee shall become invalid only because of your fraudulent acts or omissions. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured. When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

THIS POLICY DOES NOT PROVIDE PROTECTION AGAINST BODILY OR PROPERTY DAMAGE LIABILITY, NOR DOES IT PROVIDE PERSONAL INJURY PROTECTION BENEFITS, AND WILL NOT FULFILL THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY OR NO FAULT LAW.

COVERAGE UNDER THIS NOTICE PROTECTS THE NAMED INSURED AND/OR LIENHOLDER AS THEIR INTERESTS MAY APPEAR. BUT IN NO EVENT, MORE THAN THE LIMITS SET FORTH IN THE CONDITION TITLED COMPANY'S LIABILITY - SETTLEMENT OPTIONS.

This policy has been issued by the following agency. Any questions on coverage or the reporting of claims should be directed to:
Date Issued:

Agent:

Countersigned by (If required by applicable law)



250 East Broad Street, 10th Floor
Columbus, Ohio 43215
(800) 628-8581

EQUIPMENT PHYSICAL DAMAGE RETAIL POLICY – NAMED PERIL

This policy and the attached Declarations Page form a complete policy and contain the full agreements between **you** and **us**.

SECTION I – DEFINITIONS – READ THEM CAREFULLY

The following words and phrases have special meaning throughout this policy and are printed in **Bold-Face Type** when used:

“You”, “your”, or “named insured” means the owner as shown as the **named insured** in the declarations.

“We”, “us” or “our” means the company providing this insurance.

“Lienholder” means the lender (**lienholder**) shown in the Declarations.

“Insured Property” or “property” means the equipment described as eligible **property** in the declarations. **“Property”** also includes equipment included in the retail purchase price, which is permanently installed or fastened by bolts, screws or welding in or upon the described item by the manufacturer.

“Loss” means direct, sudden and accidental **loss** of or damaged to eligible **property**.

“Date of Loss” shall be the date the accident or **loss** occurred or if the date of the accident or **loss** cannot be verified, the date we are notified will be the **date of loss**. For **repossessed property**, the **date of loss** shall be the date the **property** is **repossessed**.

“Actual Cash Value” means the fair market value of the damaged or stolen **property** as of the **date of loss**, determined by the best available information accurately reflecting such fair market value, based on but not limited to values listed in the applicable market guides.

“Repossessed” (repossession) means to regain and take physical possession of the **property** by the **lienholder** or their representative because of default in the loan or lease agreement.

“Cancel (cancellation)” means the termination of all coverage under this policy.

SECTION II – INSURING AGREEMENTS

In return for the payment of premium for this policy, **we** agree to provide coverage for **you** and the **lienholder**, for **property** described in the Declarations, subject to the Conditions and Exclusions of this policy.

We will pay for **loss** to **insured property** caused by:

- (1) Fire; (2) Lightning; (3) Windstorm; (4) Hail; (5) Explosion; (6) Aircraft, including objects falling therefrom; (7) Vehicles; (8) Smoke; (9) Flood, meaning only the rising of water from natural causes; (10) Collision with another object or its overturn; (11) Collapse of bridge, wharf, dock, platform or culvert; (12) Stranding, sinking, burning or collision of any regular ferry crossing a river or stream, including general average or salvage charges; (13) Theft, but excluding mysterious disappearance; (14) Vandalism and malicious mischief.

SECTION III – COVERAGE PROVISIONS

CONDITIONS PRECEDENT TO LIABILITY

There will be no legal obligation for coverage on **our** part unless:

1. A policy has been issued covering the **property** and such coverage was in effect on or before the **date of loss**; and
2. The claim has been reported within a reasonable length of time not to exceed sixty (60) days after the **date of loss**.

COMPANY’S LIABILITY – SETTLEMENT OPTIONS

1. **Our** liability to **you** or the **lienholder** shall not exceed the lesser of the following amounts after deduction of any compensation for the **loss** paid by a third party and the deductible.
 - a. The **actual cash value** of the damaged or stolen **property** as of the **date of loss**, with proper deduction for depreciation, however caused, and less salvage value;
 - b. The cost of reasonable restoring the **property** to its condition immediately prior to the **loss**;
 - c. The cost of repairing or replacing the damaged or stolen **property** with like kind and quality; or
 - d. The amount of insurance as stated in the declarations of this policy, less salvage value; or
2. At **our** option **we** may pay for the **loss** in money or may repair or replace the damaged or stolen **property**. **We** may take all or such part of the **property** at the agreed or appraised value; however the **insured property** may not be abandoned to **us**. If a repair or replacement results in better than like kind or quality, **we** will not pay for the amount of the betterment.

PREMIUM

The premium charge for this policy shall be determined from the rate schedule in use on the date that the policy is issued.

SECTION IV – EXCLUSIONS

1. **We** will not pay for a **loss** caused directly or indirectly by any of the following:
 - a. Structural failure, mechanical breakdown; or resulting from the weight of a load exceeding the registered lifting or supporting capacity of any machine;
 - b. Wear, tear and gradual deterioration, dampness of atmosphere, inherent vice, freezing or extremes of temperature, corrosion, rust, structural defect, repairing, remodeling, adjusting, servicing or maintenance operations;
 - c. Misappropriation, secretion, conversion, infidelity or any dishonest act on **your** part or other party of interest, his or their employees or agents or others to whom the **property** may be entrusted;
 - d. Unexplained **loss**, mysterious disappearance, or shortage disclosed by taking inventory;
 - e. Strikes, lockouts, labor disturbances, riots, civil commotion or the acts of any person or persons taking part in any such occurrence or disorder;
 - f. **Loss** of use of **property**, towing, pickup, delivery, rental reimbursement or consequential **loss** of any kind;
 - g. Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such **loss** be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct **loss** by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy;
 - h. An agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;
 - i. War, including undeclared or civil war, or warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
 - j. Risks of contraband or illegal transportation or trade;
 - k. Any weapon of war employing atomic fission or radioactive force, whether in time of peace or war;
 - l. Pollution. The discharge, dispersal, seepage, migration, release or escape of “pollutants”; or
 - m. Governmental action. Seizure or destruction of **property** by order of governmental authority.

But, **we** will pay for a **loss** or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered by this policy.

2. **We** will not pay for a **loss**:
 - a. If at the time of **loss** or damage, there is other valid and collectible insurance which would attach if this insurance had not been effected, except that this insurance shall apply only as excess and in no event as contributing insurance and then only after all other insurance has been exhausted;
 - b. If **you** assign, transfer, lease, rent or sell on consignment **insured property** to another person or organization;
 - c. If at the time of **loss** or damage, the **property** is being used for a purpose other than the use originally disclosed;
 - d. When such **loss** is caused by **your** neglect to use all reasonable means to save and preserve the **property** at and after any **loss** insured against, or when the **property** is endangered by fire in neighboring premises;
 - e. When **loss** is caused by the loading, discharging, handling or transporting of the **property** for a fee.
3. **Insured Property** does not include:
 - a. Any crane, boom or derrick while such equipment is being operated or used unless directly caused by fire, lightning, windstorm, explosion, or overturning of the machine of which it is a part (the term “boom” shall include any extension thereof);
 - b. Automobiles, or similar self-propelled conveyances designed for highway use;
 - c. Plans, blueprints, designs or specifications;
 - d. Underground **property** or **property** while located underground;
 - e. Any **property** which has become a permanent part of any structure;
 - f. Dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, caused by electricity other than lightning, unless fire ensues and then only for **loss** or damage from such ensuing fire;
 - g. Tires or tubes, unless directly caused by fire, windstorm or theft or is coincident with and from the same cause as other **loss** insured by this policy;
 - h. **Property** used in logging or pulpwood operations;
 - i. **Property** used in strip or underground mining operations;
 - j. Agricultural **property** that is over twenty (20) years of age (without prior approval) at the inception date of this policy;
 - k. Contractors and industrial **property** (including forklifts, chippers and stump grinders) that are over ten (10) years of age (without prior approval) at the inception date of this policy;
 - l. Any property defined or considered as personal property;

- m. Combines and cotton pickers/strippers that are over four (4) years of age and have not been reconditioned by a dealer prior to resale at the inception date of this policy;
 - n. Combines and cotton pickers/strippers used for harvesting for a fee;
 - o. **Property** used outside **your** home state or a contiguous state. **Your** home state shall be considered the state where the **property** is normally stored, garaged or used; or
 - p. ATV's, Gators, Mules or **property** of a similar nature being used for recreation.
4. **We** will not pay for a **loss** caused directly or indirectly by consequential **loss** to **property** of any kind, including any increased costs associated with the repair or reconstruction of **property** following a **loss**, when such increased costs apply to undamaged **property** that a repair facility recommends or requires be repaired or replaced.

SECTION V – CONDITIONS

WHEN AND WHERE THIS POLICY APPLIES

We cover **losses** which occur during the term of a policy; but only after the **property** leaves the premises of the dealer and is located:

- 1. Within the United States of America, its territories or possessions, or in Canada; or
- 2. While the **property** is being transported between any of these places.

DEDUCTIBLE

Each claim for **loss** or damage shall be adjusted separately and from the amount of each adjusted claim, the sum shown in the declarations of this policy as the deductible shall be deducted. If there is damage to **insured property** caused by more than one occurrence, the deductible amount shall be applied separately to each **loss**. If two or more items of **insured property** are covered under the same policy, the deductible shall apply separately to each item of **insured property** when **loss** or damage is caused by the same **loss** occurrence.

OTHER INSURANCE

If there is other insurance covering the same **loss** or damage, **we** will pay only for the amount of covered **loss** or damage in excess of the amount due from that other insurance, whether **you** can collect on it or not. But **we** will not pay more than the applicable Limit of Insurance.

WHAT YOU MUST DO WHEN LOSS OCCURS

You shall, as soon as possible, report to **our** agent or **us** every **loss** or damage which may become a claim under this policy. **You** shall also file with **our** agent or **us** a detailed sworn proof of **loss** within ninety (90) days from the **date of loss**. Failure by **you** to report said **loss** or damage and to file such sworn proof of **loss** shall invalidate any claim under this policy. **You** must notify the police if a **loss** is caused by theft, vandalism or malicious mischief, as evidenced by a police report.

ADDITIONALLY YOU MUST:

Unless **you** have complied fully with all of the following duties **we** have no obligation to provide any coverage under this policy:

- 1. Cooperate with **us** in the investigation, settlement or the conduct of any suit.
- 2. **You** must provide **us** with authorization to obtain any and all records or pertinent information.
- 3. Not make any settlement with others for **loss** to **property**.
- 4. Not, except at **your** own cost, offer any reward, voluntarily make any payment assume any obligation or incur any expense unless specifically authorized in writing by **us**.
- 5. Permit **us** to inspect and appraise the damaged **property** before its repair or disposition.
- 6. Take reasonable steps after **loss** to protect the **property** from further **loss**. **We** will pay reasonable expenses incurred to do this. If **you** do not protect the **property**, such additional **loss** will be deducted from the **loss** settlement.
- 7. When requested by **us**, execute and deliver instruments and papers to **us** and do whatever else is necessary for **us** to secure good title to the **property**.
- 8. Submit and so far as is within their power, shall cause all other persons including family members and employees to submit to examinations under oath when requested by **us** in regard to any and all matters in connection with a **loss**.
- 9. Produce for examination all books of accounts, bills, invoices, statements or certified copies thereof at such reasonable time and place as may be chosen by **us** and shall permit extracts and copies thereof to be made.

SETTLEMENT OF LOSS

We will pay or make good any covered **loss** within thirty (30) days after:

- 1. **We** receive satisfactory proof of **loss**;
- 2. **We** reach agreement with **you**,
- 3. The filing of an appraisal award,
- 4. The entry of final judgment.

We will not be liable for any part of a **loss** that has been paid or made good by others.

PAYMENT OF LOSS

Payment of **loss** under this policy shall be made payable to **you** and the **lienholder** as their interests may appear

NO BENEFIT TO BAILEE

We shall not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing, or transporting **property** for a fee regardless of any other provisions of this policy.

ASSIGNMENT OF INTEREST **Your** interest in this insurance may not be assigned without **our** prior written consent.

PAIR, SET OR PARTS

1. Pair or Set – In case of **loss** to any part of a pair or set **we** may:
 - a. Repair or replace any part to restore the pair or set to its value before the **loss**; or
 - b. Pay the difference between the value of the pair or set before and after the **loss**.
2. Parts – In case of **loss** to any part of **insured property** consisting of several parts when complete, **we** will only pay for the value of the lost or damaged part.

OUR RIGHT TO RECOVER FROM OTHERS

If **we** make payment, **we** are entitled to recover what **we** paid from other parties. Any person whom **we** pay for **loss** must transfer to **us** their right of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that will harm them. **We** shall not exercise **our** right of recovery against **you** in respect to any claim under this policy, provided such claim did not originate through **your** willful action, knowledge or intent. Such waiver shall not serve to exclude the rights to recover as **we** may have against any third party.

RECOVERY OR SALVAGE

In the event of any recovery or salvage on a **loss** which has been or is being paid, such recovery or salvage shall accrue entirely to **our** benefit until the sum paid by **us**, including **our** expenses, has been made up.

APPRAISAL

If **you** and **we** disagree on the value of the **property** or the amount of the **loss**, either may make written demand for an appraisal of the **loss** and to be bound by the results of that appraisal, however, both parties must agree to appraisal. Each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree on an umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the **property** and amount of **loss**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, **we** shall not be held to have waived any of **our** rights by any act relating to the appraisal.

ARBITRATION: Any controversy or claim arising out of or relating to this policy, or by the breach of the same, shall be settled by arbitration to be held in Dallas, Texas in accordance with the provisions of the Texas General Arbitration Act. The arbitrator is to be selected by a state district judge of Dallas County, Texas or by the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the dispute or the parties.

LEGAL ACTION AGAINST US

You may not require payment of **loss** or bring a legal action against **us** until:

1. There has been full compliance by **you** with all of the terms of this policy;
2. Sixty (60) days have passed since a proper proof of **loss** was submitted; and
3. The action is brought within two (2) years after the date on which the direct physical **loss** or damage occurred.

CHANGES

This policy contains all the agreements between **you** and **us** concerning this insurance and its terms may not be changed or waived except by written endorsement issued by **us**. **You** shall promptly notify **us** of any change in ownership, change in **property**, change in **property** use or any transfer of interest in any of the **property** covered by this insurance. Failure to notify **us** of such change shall invalidate any claim under this policy.

BANKRUPTCY

Bankruptcy or insolvency of **you** shall not relieve **us** of any obligations under this policy.

CONCEALMENT, FRAUD OR MISREPRESENTATION

We do not provide coverage, either before or after a **loss**, if **you** have concealed or misrepresented any material fact or circumstance relating to this insurance.

PROTECTIVE SAFEGUARDS

You must maintain the protective safeguards that are installed on or to the **property**. If you fail to keep the protective safeguards in working condition, the coverage for which the protective safeguards apply is automatically suspended.

COINSURANCE

You shall maintain a minimum amount of insurance for each item of **insured property**. The minimum amount of insurance shall be the **actual cash value** of the described **property**. If the amount of insurance as stated in the declarations of this policy as of the **date of loss** is less than the **actual cash value**, **we** will only pay **our** part of the **loss**. **Our** part of the **loss** will be determined by dividing the amount stated in the declarations of this policy by the **actual cash value** of the **property**. This percentage will be applied to the adjusted **loss** to determine what amount **we** will pay prior to deducting the sum shown in the declarations of this policy as the deductible.

TERMS OF POLICY CONFORM TO STATE STATUTE

Any terms of this policy which are in conflict with the statutes of the state where this policy is issued are amended to conform to the minimum requirements of the statutes.

CANCELLATION

This policy may be cancelled:

1. By **you** by mailing written notice to **us** stating the future date **cancellation** is to be effective.

2. **We** may **cancel** this policy by mailing written notice to **you** at **your** address shown in the Declarations at least:
 - a. Ten (10) days before the effective date of **cancellation** if **we cancel** for nonpayment of premium;
 - b. Thirty (30) days before the effective date of **cancellation** if **we cancel** for any other reason.
3. This policy will terminate upon:
 - a. The effective date of other specific physical damage insurance secured by **you** showing the **lienholder** as loss payee, with appropriate documentation of such other coverage; or
 - b. The date of **repossession** of the **property** by the **lienholder** or its abandonment to the **lienholder** by **you**. **Cancellation** due to **repossession** of **property** will not affect such coverage as is afforded by the policy for **loss** discovered upon the date of **repossession**; or
 - c. The **date of loss** for any total loss to **property** covered by this policy.

NONRENEWAL

If **we** elect not to renew this policy, **we** will mail written notice to **you** and **your** agent of record at the last mailing address known to **us**, at least thirty (30) days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice. **We** may elect to deliver notice in lieu of mailing.

PREMIUM REFUNDS

1. If **you cancel** this policy, the refund, if any, will be computed in accordance with the Rules of 78's. A **cancellation** as in Item 3 will be considered at **your** request.
2. If **we cancel** this policy, earned premium will be computed on a pro-rata basis.
3. **Our** refund will be made directly to **you** or the **lienholder** as their interests may appear.
4. **We** will refund unearned premium either at the time **cancellation** is effected or as soon as practicable after **cancellation** becomes effective, but payment or the return of unearned premium is not a condition of **cancellation**.

DECLARATIONS

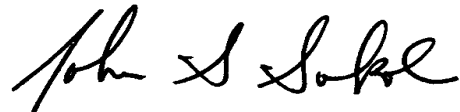
By acceptance of this policy **you** agree that:

1. The statements in the Declarations are **your** representations and agreements; and
2. This policy is issued in reliance upon **your** representations and agreements; and
3. This policy contains all agreements between **you** and **us** or **our** agent relating to this insurance.

IN WITNESS WHEREOF, **we** have caused this policy to be signed by its president and secretary. But this policy shall not be valid, unless countersigned on the Declarations Page by a duly authorized representative of the company.



Secretary



President



250 East Broad Street, 10th Floor
Columbus, Ohio 43215
(800) 628-8581

**EQUIPMENT PHYSICAL DAMAGE RETAIL PROGRAM
GENERAL CHANGE ENDORSEMENT**

This Coverage Endorsement is attached to and forms a part of Policy No. _____
and is subject to all terms and conditions of the Policy not inconsistent herewith.

Issued to _____

Effective Date of Issue _____ Date of Issue: _____

An "X" placed in a box below indicates a change has been made to the policy.

1. ☐ **Named Insured** is changed to: _____
2. ☐ **Named Insured's** address is changed to: _____
3. ☐ **Policy Period:** From: _____ to _____
4. ☐ It is hereby understood and agreed that in consideration of the premium, the deductible amount is changed to:
_____.
5. ☐ Rate is changed to: _____
6. ☐ Schedule is change to: _____

COMPLETE ONLY WHEN THIS ENDORSEMENT IS NOT ISSUED WITH THE POLICY		
Policy Number	Named Insured	Effective Date
Countersigned at : _____ This _____ day of _____, 2____. _____ Authorized Representative		

Secretary

President



**OHIO
INDEMNITY
COMPANY**

250 East Broad Street, 10th Floor
Columbus, Ohio 43215
(800) 628-8581

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

EQUIPMENT PHYSICAL DAMAGE RETAIL POLICY – NAMED PERIL

ARKANSAS CHANGES

1. **OUR RIGHT TO RECOVER FROM OTHERS** of **SECTION V - CONDITIONS** is deleted and replaced by the following:

OUR RIGHT TO RECOVER FROM OTHERS

If **we** make any payment, **we** are entitled to recover what **we** paid from other parties only after **you** have been fully compensated for the **loss** sustained.

Any person whom **we** pay for **loss** must transfer to **us** their right of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that will harm them. **We** shall not exercise **our** right of recovery against **you** with respect to any claim under this insurance, provided such claim did not originate through **your** willful action, knowledge or intent. Such waiver shall not serve to exclude the rights to recover as **we** may have against any third party.

2. **ARBITRATION** of **SECTION V - CONDITIONS** is deleted in its entirety.
3. **APPRAISAL** of **SECTION V - CONDITIONS** is deleted and replaced by the following:

APPRAISAL

- a. If **we** and **you** disagree on the value of the **property** or the amount of **loss**, either party may make a written request for an appraisal of the **loss**. However, an appraisal will be made only if **we** and **you** agree, voluntarily, to have the **loss** appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the **property** and amount of **loss**. If they fail to agree, they will submit their differences to the umpire.
 - b. An appraisal decision will not be binding on either party.
 - c. If there is an appraisal, **we** will still retain **our** right to deny the claim.
 - d. Each party will:
 1. Pay its chosen appraiser; and
 2. Bear the other expenses of the appraisal and umpire equally.
 - e. If there is an appraisal, **we** shall not be held to have waived any of **our** rights by any act relating to the appraisal.
 - f. This appraisal provision is voluntary and non-binding.
4. Paragraph 3. of **LEGAL ACTION AGAINST US** of **SECTION V - CONDITIONS** is deleted and replaced with the following:
 3. The action is brought within five (5) years after the date on which the direct physical **loss** or damage occurred.

5. Paragraph 2. of **CANCELLATION** of **SECTION V - CONDITIONS** is deleted in its entirety and replaced with the following:

2. **CANCELLATION BY US**

- a. **CANCELLATION** of policies in effect sixty (60) days or less:

If the policy has been in effect for sixty (60) days or less, **we** may **cancel** by mailing notice to **you** at **your** address shown in the Declarations at least:

- (1) Ten (10) days before the effective date of **cancellation** if **we cancel** for nonpayment of premium; or
- (2) Twenty (20) days before the effective date of **cancellation** if **we cancel** for any other reason.

The reason for **cancellation** will be stated in the notice. Proof of mailing of any notice will be sufficient proof of notice.

- b. **CANCELLATION** of policies in effect more than sixty (60) days:

- (1) If the policy has been in effect more than sixty (60) days, **we** may **cancel** only for one or more of the following reasons:
 - (a) Nonpayment of premium;
 - (b) Fraud or material misrepresentation made by **you** or with **your** knowledge in obtaining the policy, continuing the policy, or by **you** in presenting a claim under the policy;
 - (c) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - (d) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any **insured property** or its occupancy which substantially increases any hazard insured against under the policy;
 - (e) Nonpayment of membership dues in those cases where **our** by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
 - (f) A material violation of a material provision of the policy.

- (2) If **we cancel** for:

- (a) Nonpayment of premium, **we** will mail written notice, stating the reason for **cancellation**, to **you** at **your** address shown in the Declarations and any **lienholder** or **loss** payee named in the policy at least ten (10) days before the effective date of **cancellation**.
- (b) Any other reason, **we** will mail written notice to **you** at **your** address shown in the Declarations and any **lienholder** or **loss** payee named in the policy at least twenty (20) days before the effective date of **cancellation**.

Proof of mailing of any notice will be sufficient proof of notice.

6. **NONRENEWAL** of **SECTION V - CONDITIONS** is deleted and replaced by the following:

NONRENEWAL

- a. If **we** elect not to renew this policy, **we** will mail written notice to **you** and **your agent** of record at the last mailing address known to **us** not less than sixty (60) days before the expiration date of the policy.
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.
- c. If **we** revise **our** rates or rules and the revision results in a premium increase of twenty-five percent (25%) or more on any renewal policy issued for a term of twelve (12) months or less, **we** will mail or deliver thirty (30) days notice of the increase to **your** agent, if any, prior to the

effective date of renewal, and ten (10) days notice to **you** prior to the effective date of renewal.

7. Please be advised of the following consumer information:

Ohio Indemnity Company
250 E. Broad Street, Suite 1000
Columbus, Ohio 43215
1-800-628-8581

If **we**, Ohio Indemnity Company, fail to provide **you** with reasonable and adequate service, **you** should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
400 University Tower Building
Little Rock, Arkansas 72204
(501) 371-1813

All other policy terms and conditions remain unchanged.

<i>SERFF Tracking Number:</i>	<i>PERR-125657083</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Ohio Indemnity Company</i>	<i>State Tracking Number:</i>	<i>#102813 \$50</i>
<i>Company Tracking Number:</i>	<i>OIC-CIM-REPD-AR-08-01-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Retail Program</i>		
<i>Project Name/Number:</i>	<i>OIC-CIM-REPD-AL-08-01-F/OIC-CIM-REPD-AL-08-01-F</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125657083 State: Arkansas
Filing Company: Ohio Indemnity Company State Tracking Number: #102813 \$50
Company Tracking Number: OIC-CIM-REPD-AR-08-01-F
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: Retail Program
Project Name/Number: OIC-CIM-REPD-AL-08-01-F/OIC-CIM-REPD-AL-08-01-F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 06/02/2008

Comments:

Attachments:

PCTD.pdf

FFS.pdf

Satisfied -Name: Supporting Documents **Review Status:** Approved 06/02/2008

Comments:

Attachments:

OIC Authorization Letter.pdf

Forms List.pdf

Filing Memo f.pdf

Property & Casualty Transmittal Document


1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

3. Group Name	Group NAIC #
N/A	N/A

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Ohio Indemnity Company	OH	26565	31-0620146	

5. Company Tracking Number	OIC-CIM-REPD-AR-08-01-F
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Olga E. Burciaga 881 Alma Real Drive, Suite 205 Pacific Palisades, CA 90272	Filing Analyst	888.201.5123 x 163	310.230.8529	doi@perrknight.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Olga E. Burciaga		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	9.0 Inland Marine
10. Sub-Type of Insurance (Sub-TOI)	9.0005 Other Commercial Inland Marine
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	Retail Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: June 25, 2008 Renewal:
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	May 20, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

On behalf of Ohio Indemnity Company (the "Company"), we are submitting this new form filing to propose a new program called the "Retail Program," to be filed under the Commercial Inland Marine line of business.

This policy agrees to provide coverage for the insured and the lienholder for a term of 12 months. It provides coverage for property described in the Declarations, subject to the Conditions and Exclusions of this policy. Please see the memorandum for additional details.

Please note the corresponding rate and rule filing is exempt from filing requirements per AR § 23-67-206.

The Company respectfully requests that the proposed forms be implemented for all policies effective June 25, 2008.

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to this filing should be directed to Perr&Knight. The Company has prepared the forms contained in this filing. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company. We will submit the Company's response to your attention as soon as we receive it.

Please do not hesitate to contact us with any questions or comments.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<div data-bbox="159 1348 394 1411"> <p>Check #: 102813</p> <p>Amount: \$50.00</p> </div>	
<p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

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PC TD-1 pg 2 of 2
F 777 (Ed. 3-07) Wolters Kluwer Financial Services | Uniform Forms™

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		OIC-CIM-REPD-AR-08-01-F		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state

01	Policyholder Disclosure Notice of Terrorism Insurance Coverage	OIC-DIS2003 (Ed. 01/2008)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
02	Equipment Physical Damage Retail Policy	RPD-100 (Ed. 03/2008)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
03	Equipment Physical Damage Retail Policy – Named Peril	RPD-200 (Ed. 04/2008)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
04	General Change Endorsement	RPD-301 (Ed. 11/2007)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
05	Arkansas Changes Endorsement	RPD-400 AR (Ed. 04/2008)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
06			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
07			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
08			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
09			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
10			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
11			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
12			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		



OHIO INDEMNITY COMPANY

March 13, 2007

Re: Ohio Indemnity Company, NAIC Number 26565

To Whom It May Concern:

Perr & Knight, Inc. is hereby authorized to submit, rate, rule, form filings on behalf of Ohio Indemnity Company. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr & Knight, Inc. at the following address:

State Filings Department
Perr & Knight, Inc.
881 Alma Real Drive, Suite 205
Pacific Palisades, CA 90272
Phone: (310) 230-9339
Fax: (310) 230-1061

Please contact me if you have any questions regarding this authorization.

Sincerely,

Daniel J. Stephan
Senior Vice President
Phone: (614) 220-5210
Fax: (614) 228-5552
dstephan@oiclenderservices.com

Ohio Indemnity Company
Equipment Physical Damage Retail Program
FORMS LIST

Form Number (Ed. Date)	Declarations and Policy Forms
RPD-100 (3/2008)	Equipment Physical Damage Retail Policy - Declarations
RPD-200 (4/2008)	Equipment Physical Damage Retail Policy – Named Peril
Form Number (Ed. Date)	Endorsements, Notices and Other State Specific Forms
RPD-301 (11/2007)	Equipment Physical Damage Retail Program - General Change Endorsement
OIC-DIS2003 (01/2008)	Notice Of Terrorism Insurance Coverage
RPD-400 AR (04/2008)	Arkansas Changes Endorsement

Ohio Indemnity Company

**NEW PROGRAM FILING – Form Only
COMMERCIAL INLAND MARINE**

Filing Memorandum

With this new program filing, Ohio Indemnity Company (the “Company”) is proposing a new program called the “Retail Program” filed under the Commercial Inland Marine line of business.

The policy agrees to provide coverage for the insured and the lienholder, for property described in the Declarations, subject to the Conditions and Exclusions of this policy. The policy will pay for loss to insured property caused by: (1) Fire; (2) Lightning; (3) Windstorm; (4) Hail; (5) Explosion; (6) Aircraft, including objects falling therefrom; (7) Vehicles; (8) Smoke; (9) Flood, meaning only the rising of water from natural causes; (10) Collision with another object or its overturn; (11) Collapse of bridge, wharf, dock, platform or culvert; (12) Stranding, sinking, burning or collision of any regular ferry crossing a river or stream, including general average or salvage charges; (13) Theft, but excluding mysterious disappearance; (14) Vandalism and malicious mischief. A corresponding new program rate and rule filing has been sent in conjunction with this filing under a separate cover.